

TENDER FORM

Information in the tender form are to be fully completed.

Form with incomplete particulars and signature may be rejected without notice.

United Overseas Bank Ltd
HDB Hub East Wing
480 Lorong 6 Toa Payoh #24-01
Singapore 310480
Attention : Vincent

Fax: 6259 6243

Dear Sir/Madam

DESCRIPTION OF VEHICLE : _____

VEHICLE REGISTRATION NO.: _____

I/We confirm that I/we would like to tender S\$ _____

(Singapore Dollars _____)

for the above-mentioned vehicle on an "AS IS WHERE IS" basis.

1. I/We hereby agree and acknowledge as follows:

- (i) that if my/our offer is successful, I/we irrevocably undertake to pay you the tendered price within **three (3) days of your notifying me/us of your acceptance of my/our tender**. I/We will take **immediate delivery** of the said vehicle at my/our expense, in default of which I/we shall be liable to you for all losses and damages suffered by you as a consequence of my/our failure to complete the purchase herein/make payment of the tender price. If I/we delay in taking delivery of the said vehicle, I/we will be responsible for all storage charges until date of full payment and removal of the said vehicle.
- (ii) that this **offer is valid twenty-one (21 days) from the date of submission and is irrevocable** upon your notifying me/us of your acceptance of my/our offer.
- (iii) that you have the full right to reject the above offer without notice and without any reason and your decision is final.
- (iv) that the security and title to the said vehicle shall remain with **UNITED OVERSEAS BANK LIMITED** until full payment has been settled by me/us within three (3) days of your notifying me/us of your acceptance of my/our tender.
- (v) that I/we acknowledge that I/we are not dealing as consumers under the Unfair Contract Terms Act (Cap. 396) and Consumer Protection (Fair Trading) Act (Cap.52A) as this is a sale by auction or competitive tender.
- (vi) that I/we have examined and/or have had reasonable opportunity to examine the said vehicle and my/our tender for the said vehicle is based on its current state/condition.
- (vii) that said vehicle is sold on an "**AS IS WHERE IS**" basis without guarantee or warranty, express or implied, as to the correctness of description, satisfactory quality, merchantability, condition, state of repair and suitability/fitness for any particular purpose or use. I/we confirm that my/our decision and offer to purchase the said vehicle is based solely on my/our own examination of the said vehicle and I/we have not relied on any representation or warranty from you, your officers, agents, employees, servants or staff. I/we have relied on my/our own skill and judgment and have not relied on the skill or judgment of you, your officers, agents, employees, servants or staff.
- (viii) that upon taking delivery of the vehicle, I/we shall be responsible for the cost of repairs (if any) to the vehicle including transfer fees, road tax, fines and penalties and shall comply with all the laws and regulations governing the usage and registration of the vehicle as if I/we were its registered owner and in particular, I/we undertake to register the transfer of ownership of the vehicle within seven (7) days from the date of my/our taking delivery of the vehicle and I/we further agree to indemnify and hold you harmless against all damages, penalties, costs and expenses including legal costs as between solicitor and client to which you may become liable directly or indirectly occasioned by my/our non-compliance with the terms of this tender.
- (ix) that in the event I/we withdraw my/our offer before the tender is closed, I/we shall be in breach of the contract and be liable to you for liquidated damages in the sum of S\$500.00 plus GST (if applicable), which I/we agree and accept as a genuine pre-estimate of the loss and damage suffered by you as a result of my/our breach. Further, you shall be at liberty to arrange and carry out a re-sale of the said goods at your sole discretion and I/we agree and acknowledge that I/we shall be liable to you for all costs and expenses incurred in arranging and carrying out the re-sale, including but not limited to additional advertisement charges, storage costs, road tax and insurance.
- (x) that if I/we breach the terms and conditions herein, whether by failing to make full payment for the said goods or failing to take delivery of the said goods or otherwise, you may at your sole and absolute discretion reject my/our tender without notice and deem that I/we have withdrawn my/our offer. You may then re-tender and re-sell the said goods to others and I/we shall indemnify you for the difference in the price of the said goods (if the said goods are re-sold at a lower price) plus all costs and expenses incurred in arranging and carrying out the re-sale, including but not limited to additional advertisement charges, storage costs, road tax, and insurance. If the said goods are re-sold at a higher price, I/we acknowledge that you shall have the absolute right to retain the excess.
- (xi) In the event I/we breach any of the terms of this tender, I/we will indemnify you for all costs and expenses incurred by you in enforcing the terms of this tender, including legal costs on a full indemnity basis.
- (xii) a person who is not a party to this Tender shall have no rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act (Cap. 53B).
- (xiii) this Tender shall be governed by and construed in accordance with the laws of Singapore. I/we hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.

.....
Signature (Company Stamp if applicable)

Please fill up all the fields below

Name :
NRIC No. :
Address :
Fax No. :
Contact No. :
Date :